

Before the
Federal Communications Commission
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of)	MM Docket No. 87-119
)	
BREEZE BROADCASTING)	File No. BPH-840503IC
COMPANY, LTD.)	
)	
)	
MARANATHA BROADCASTING)	File No. BPH-850712ME
COMPANY, INC.)	
)	
)	
J. MCCARTHY MILLER)	File No. BPH-850712NT
)	
For Construction Permit for)	
New FM Station, Channel 291A,)	
Gulf Breeze, Florida)	
)	

To: The Commission

ERRATUM TO AMENDED JOINT REQUEST FOR APPROVAL OF AGREEMENTS

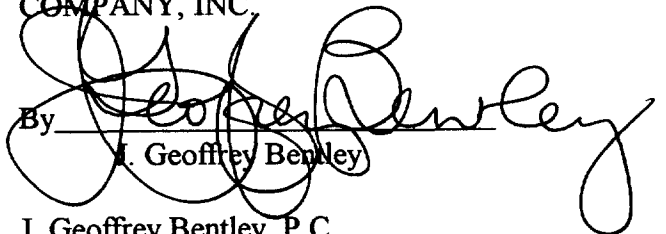
Maranatha Broadcasting Company, Inc. ("MBC"), through counsel, hereby submits this Erratum to the Amended Joint Request for Approval of agreements among the parties, filed December 11, 1998. The Erratum consists of pages of the revised Settlement Agreement between MBC and J. McCarthy Miller, which were inadvertently omitted from the Amended Joint Request as filed with the FCC.

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In light of this submission, the Amended Joint Request for Approval of Agreement should be granted.

Respectfully submitted,

MARANATHA BROADCASTING
COMPANY, INC.

By  J. Geoffrey Bentley

J. Geoffrey Bentley, P.C.
BENTLEY LAW OFFICE
P.O. Box 807
Herndon, Virginia 20171-0807
(703)793-5207

Its Attorney

February 12, 1999

SUPPLEMENTAL SETTLEMENT AGREEMENT

AGREEMENT by and between Maranatha Broadcasting Company, Inc. ("MBC") and J. McCarthy Miller ("Miller") (collectively, the "Parties").

WHEREAS both parties, together with Breeze Broadcasting Company, Ltd. ("Breeze"), are applicants before the Federal Communications Commission (the "FCC") for a construction permit for a new FM broadcast station on Channel 291A at Gulf Breeze, Florida (the construction permit being hereafter referred to as the "Station" and the proceedings before the FCC concerning the applications being referred to as the "Proceedings"); and

WHEREAS the Parties' applications, and that of Breeze, are mutually exclusive, in that only one of the applications may be granted; and

WHEREAS MBC and Breeze are parties to a settlement agreement dated as of December 18, 1997, and an Operating Agreement dated December 23, 1997, whereby MBC and Breeze agreed, subject to FCC approval of the settlement agreement (including affirmance of the finding of the FCC's Review Board that Miller was not qualified to receive the construction permit and Miller's application should be dismissed) to form a joint venture called Scenic Broadcasting, to receive and hold the construction permit and construct and operate the Station, and filed a Joint Request for Approval of the settlement agreement with the FCC on December 29, 1997; and

WHEREAS the FCC, in a Memorandum Opinion and Order, FCC 98-286, released November 6, 1998, reversed the Review Board's disqualification of Miller and denied MBC's and Breeze's Joint Request for Approval of the settlement agreement (the "Decision"); and

WHEREAS the FCC, in denying the request for approval of the settlement between MBC and Breeze, provided that any amended settlement request, if filed within 30 days from the release of the

Decision, would be treated as if the amended agreement had been filed on December 29, 1997 and, implicitly, in accordance with the Rules of the FCC as those rules were in effect on that date; and

WHEREAS, as of December 29, 1997, the FCC had agreed to waive, for any settlement among mutually exclusive applicants for a broadcast frequency which disposed of all pending mutually exclusive applications, certain of its rules relating to settlements, including the rule limiting the amount of payments to applicants in consideration of an agreement for dismissal of their applications, and policies and rules prohibiting the introduction or substitution of any entity not previously a party to the proceeding for the purpose of participating in a settlement; and

WHEREAS the FCC, by its Associate General Counsel, has extended the deadline for amending the previous settlement request to and including December 11, 1998; and

WHEREAS the Parties believe that a settlement of their competing applications is in the interest of the public and all of the parties to the Proceedings, in that it would remove uncertainty, conserve resources of the parties and the FCC, and lead to the speedier implementation of a new FM broadcast service at Gulf Breeze;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, the Parties do hereby agree as follows:

1. **Dismissal of Applications.**

Subject to the conditions set forth herein and the approval of this Settlement Agreement by the FCC, Miller agrees to the dismissal of his application for a construction permit for a new FM broadcast station at Gulf Breeze, Florida. In return for such dismissal, MBC agrees to pay Miller the sum of \$333,333.33 (the "Settlement Payment") on or before the due date for such payment and by the payment method described in Paragraph 5 of this Settlement Agreement.

2. Request for FCC Approval.

Within five (5) days after the execution of this Settlement Agreement by both Parties, and subject to the execution of an agreement between MBC and Breeze for the dismissal of Breeze's application for a construction permit and not later than Friday, December 11, 1998, MBC, Breeze and Miller shall file an Amended Joint Request for Approval of this Settlement Agreement with the FCC, together with such documents as are customarily necessary and/or appropriate to obtain such approval. Miller specifically acknowledges and agrees that this Settlement Agreement is expressly conditioned upon the successful negotiation and execution, by not later than 11:59 p.m., CST, December 10, 1998, of an agreement with Breeze for the dismissal of the Breeze application. The Joint Request shall request (1) approval of this Settlement Agreement, (2) dismissal of the Breeze and Miller applications, and (3) grant of the MBC application (if and as amended), each of which shall be contingent upon FCC approval of the two other requests. In this connection, Miller agrees that (1) MBC may amend the technical portion of its application to specify the transmitter sites and facilities specified in either of the Breeze or Miller applications and (2) the approval of any such technical amendment, or any other amendment MBC deems necessary or appropriate to secure the approval of or to carry out this Settlement Agreement, shall be subsumed in the Joint Request for Approval.

3. Cooperation of the Parties.

The Parties agree to vigorously support and defend the Joint Request and do all things necessary and appropriate to obtain approval thereof. The Parties further agree that none of them will do or permit to be done anything which would delay or impede the approval of this Settlement

Agreement, the dismissal of the Breeze and Miller applications, the acceptance of any amendments to MBC's application, or the grant of MBC's application.

4. Escrow Account.

Within three (3) business days after settlement agreements have been executed by MBC and Miller and Breeze, MBC will deposit the sum of \$100,000.00 in an Escrow Account at Southern Financial Bank, Herndon, Virginia, to be held by counsel for the Parties as Joint Escrow Agents in accordance with the Escrow Agreement attached hereto, with the balance of the Settlement Payment to be deposited in the Escrow Account by MBC within ten (10) days after the FCC has issued an order approving this agreement, dismissing the Miller and Breeze applications, and granting MBC's application, if and as amended. Funds deposited in the Escrow Account pursuant to this paragraph and the Escrow Agreement shall remain in escrow, with interest thereon accruing to the benefit of MBC, until paid to Miller in accordance with this Settlement Agreement or until this Settlement Agreement is otherwise terminated. If MBC fails to make either required deposit, Miller may terminate this agreement.

5. Payment Procedures.

The payment contemplated by Paragraph 1 of this Settlement Agreement shall be made by bank cashier's check or wire transfer, in accordance with instructions given by Miller, within ten (10) business days after the FCC's order approving this Settlement Agreement, dismissing the Breeze and Miller applications, and granting MBC's application shall have become final, meaning that no petition for reconsideration, application for review or appeal has been filed, and the time for filing such petitions, applications for review or appeals has expired.

6. **Entire Agreement.**

This Settlement Agreement constitutes the entire understanding among the Parties, and no other consideration, action or forbearance is contemplated or relied on by them. This Settlement Agreement incorporates and supersedes any and all agreements, whether oral or written, among the named Parties, and may be amended only by a further written instrument executed by both Parties.

7. **Assignment; Benefit.**

This Settlement Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns. MBC may assign its rights under this Settlement Agreement and, while such assignment shall not relieve MBC of any liability under this Agreement, Miller agrees to accept performance of this Settlement Agreement by any such assignee as performance by MBC.

8. **Termination.**

(a) If, by 11:59 p.m., CST, Thursday, December 10, 1998, MBC shall not have entered into a binding and definitive written agreement with Breeze for the dismissal of the Breeze application, MBC shall notify Miller of the failure to conclude such an agreement and, thereafter, either party to this agreement, not being then in default under any of the provisions hereof, may within ten (10) days from the date of such notice terminate this agreement by written notice to the other party and neither party shall thereafter have any obligation to the other under this agreement.

(b) If the FCC shall not have approved this Settlement Agreement, dismissed the Breeze and Miller applications, and granted MBC's application within six (6) months from the effective date of this Settlement Agreement, either Miller or MBC or its assignee shall have the right to terminate this agreement and, upon such termination, MBC shall be entitled to receive all funds held in escrow pursuant to this agreement and the Escrow Agreement.

9. **Counterparts.**

This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10. **Notices.**

Any notices required by this Settlement Agreement shall be effective if sent by certified mail, return receipt requested, as follows:

If to MBC:

Richard C. Dean
c/o WFMZ-TV
East Rock Road
Allentown, PA 18103

cc: J. Geoffrey Bentley
J. Geoffrey Bentley, P.C.
P.O. Box 807
Herndon, VA 20172-0807

If to Miller:

J. McCarthy Miller
606 Silvershore Drive
Pensacola, FL 32507

cc: Donald J. Evans, Esq.
Donelan Cleary Wood & Maser, L.P.
1100 New York Ave., N.W., Suite 750
Washington, D.C. 20005-3934

11. **Choice of Law.**

This Settlement Agreement shall be interpreted in accordance with the law of Virginia, including its law with respect to conflicts of law, and any action to enforce or interpret the provisions of this Settlement Agreement shall be brought exclusively in the courts of Fairfax County, Virginia.